

Board Office Use: Legislative File Info.	
File ID Number	14-0980
Introduction Date	5-28-2014
Enactment Number	14-0908
Enactment Date	5/28/14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education  
By: Vernon Hal, Deputy Superintendent, Business Operations  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** May 28, 2014

**Subject** Amendment No. 7, Independent Consultant Agreement - Ninyo & Moore- La Escuelita Educational Center Project

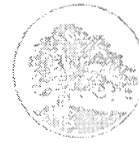
**Action Requested** Approval by the Board of Education of Amendment No. 7, Independent Consultant Agreement with Ninyo & Moore for Abatement Services on behalf of the District at La Escuelita Educational Center Project, in an amount not-to exceed \$17,800.00 increasing previous contract amount from \$79,150.00 to a not to exceed amount of 96,950.00 and revising the end date from September 23, 2008 through December 31, 2013 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Abatement of the eleven (11) portables at MetWest High School requires oversight and monitoring services.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of Amendment No. 7, Independent Consultant Agreement with Ninyo & Moore for Abatement Services on behalf of the District at La Escuelita Educational Center Project, in an amount not-to exceed \$17,800.00 increasing previous contract amount from \$79,150.00 to a not to exceed amount of 96,950.00 and revising the end date from September 23, 2008 through December 31, 2013 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Developer Fee Fund

**Attachments**

- Independent Contractors Agreement including scope of work
- Certificate of Insurance

## AMENDMENT NO. 7 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ninyo and Moore. OUSD entered into an Agreement with CONTRACTOR for services on September 23, 2008, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide oversight and monitoring services for the abatement of the MetWest Portables 1, 2, 3, 4, 5, 6, 8, 12, 14, 15 and 16. Duration includes twelve (12) eight hour work days. Services include a contingency of \$ 2,800.00 for potential destructive testing and report preparation as well as project management time.</u></p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The term of the contract has <u>changed</u>.</b>
<p><b>If term is changed:</b> The contract term is extended by an additional <b>One year</b>, and the amended expiration date is <b>December 31, 2014</b>.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The contract price has <u>changed</u>.</b>
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> <b>Increase of \$17,800.00 to original contract amount</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>		
<p>and the new contract total is <b>Ninety-six thousand, nine hundred fifty dollars and no cents (\$96,950.00)</b></p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

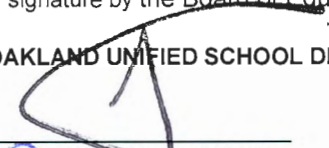
There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	5-5-2009	The scope of the project is to provide evaluation report of hazardous material at portables 3, 13, 14, 15, 16, and 18. Assessment will be conducted through a visual observation as well as collecting building material samples for testing. Report to include findings, opinions and recommendations and quantities of identified materials per a District request.	\$6,000.00
2	6-16-2009	The scope of the agreement is to change the funding source from Fund 35 to Fund 25.	\$0.00
3	9-1-2009	The scope of the project is to correct the not-to-exceed amount from \$11,200.00 to \$16,600.00 due to an error.	\$0.00
4	12-16-2009	The scope of the project is to provide additional abatement monitoring and demolition oversight for Portables 3, 13, 14, 15, 16 and 18, due to a District requested change.	\$24,300.00
5	8-3-2010	Time Extension	\$0.00
6	2-8-2012	The scope of the project is to provide hazardous building materials management services for Harper Building, Auto Shop, Centro Annex Infantil, and La Escuelita Portables. Scope of work to include providing hazardous building materials survey, specifications for removal, monitoring services ad close out documentation.	\$38,250.00

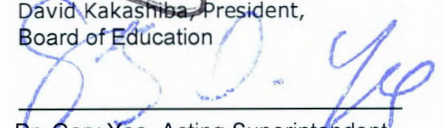


- 6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

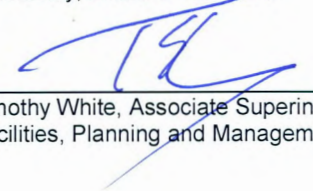
OAKLAND UNIFIED SCHOOL DISTRICT

  
 \_\_\_\_\_  
 David Kakashiba, President,  
 Board of Education

5/29/14  
 \_\_\_\_\_  
 Date


  
 \_\_\_\_\_  
 Dr. Gary Yee, Acting Superintendent  
 Secretary, Board of Education

5/29/14  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Timothy White, Associate Superintendent  
 Facilities, Planning and Management

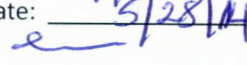
\_\_\_\_\_  
 Date

CONTRACTOR

  
 \_\_\_\_\_  
 Contractor Signature

4/29/14  
 \_\_\_\_\_  
 Date

Kris Larson, Principal Geologist  
 \_\_\_\_\_  
 Print Name, Title

File ID Number: 14-0980  
 Introduction Date: 5/28/14  
 Enactment Number: 14-0908  
 Enactment Date: 5/28/14  
 By: 



**EXHIBIT "A" Scope of Work**

**Contractor Name: Ninyo & Moore**

**Billing Rate: Seventeen thousand, eight hundred dollars and no cents (\$17,800.00)**

**1. Description of Services to be Provided**

The scope of the project is to provide oversight and monitoring services for the abatement of the MetWest Portables 1, 2, 3, 4, 5, 6, 8, 12, 14, 15 and 16. Duration includes twelve (12) eight hour work days. Services include a contingency of \$ 2,800.00 for potential destructive testing and report preparation as well as project management time.

**2. Specific Outcomes:**

Create equitable opportunities for learning; provide accountability for quality.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

*Susie Butler Berkley 5-6-2014*  
**Susie Butler-Berkley**  
**Contract Analyst**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
4/30/2014


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Mandy Guo	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1956 Webster Street, Suite 400 Oakland, CA 94612	INSURER A: Travelers Property Casualty Co INSURER B: American Automobile Ins. Co. INSURER C: Alterra Excess & Surplus Ins. C INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	6308986R247	10/03/13	10/03/14	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8108986R247	10/03/13	10/03/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP8986R247	10/03/13	10/03/14	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81017915	05/01/14	05/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional & Contractor's Pollution Liab.	MAX7PL0001210	04/03/14	10/03/15	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**  
 REF: N&M#401501013 - OUSD/Downtown Educational Complex/RAW II Implementation. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives. COMMERCIAL GENERAL LIABILITY Insurance is primary and non-contributory per policy form. (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601-0000	<b>ADDITIONAL INSURED; INSURER LETTER:</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>NOT</del> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY <del>XXXXXX</del> <del>XX</del> <del>XX</del> AUTHORIZED REPRESENTATIVE 
---	---

## DESCRIPTIONS (Continued from Page 1)

wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.



Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81017915

Effective Date: 05/01/14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Oakland Unified School District  
Attn: Susie Butler-Berkley  
955 High Street  
Oakland, CA 94601-0000

SCHEDULE CONTINUATION: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Countersigned by



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



## EXHIBIT A

April 10, 2014  
Proposal No. 81886B

Ms. Saya Nhim  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Subject: Proposal for Hazardous Building Materials Management Services  
Oakland Unified School District  
Portable School Buildings  
La Escuelita Educational Complex  
1100 3rd Avenue  
Oakland, California

Dear Ms. Nhim:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to perform hazardous building materials management services related to the proposed demolition of the MetWest portables located at 1100 3rd Avenue at the Oakland Unified School District's (OUSD) La Escuelita Educational Complex in Oakland, California. There are 11 portables total, including portables 1, 2, 3,4,5,6,8,13,14,15,16. Ninyo & Moore's proposed scope of services will include:

- The review of previous hazardous building materials (HBMS) survey information/reports, as-built diagrams, and/or specifications/work plans (as available).
- Oversight of the abatement contractor conducting the hazardous building materials abatement at the site buildings. This task will include the inspection of negative pressure enclosure/work areas prior to commencement of abatement work (via smoke tube testing, etc.), the review of abatement supervisors'/workers' certifications and medical/respirator clearances, perimeter air monitoring during bulk abatement activities (clearance air monitoring if warranted), visual clearance of each abatement work area to ensure that targeted ACMs have been removed, and daily documentation of abatement activities (using daily work observation sheets).
- The development of a close-out documentation/report. This report will serve as a summary of project documents with tabular information including perimeter/clearance air sampling results, copies of notification documentation sent to oversight agencies, abatement worker certifications and medical/respirator clearances, air sampling analytical data reports and chain of custody documentation, and waste manifests and associated documentation.

## **ESTIMATED FEE**

Ninyo & Moore proposes to perform the services provided above in accordance with the tasks and associated fees presented below. We propose to conduct these tasks on a time-and-material basis in accordance with our existing contract with the OUSD.

1. **Project Management:** Day-to-day management of project, attendance of on-site construction meetings; client communication and updates; and administrative costs.

**Estimated Fee: Included in Task 2**

2. **Hazardous Materials Abatement Monitoring and Oversight:** Monitoring and oversight of the hazardous materials abatement contractor during abatement activities, as well as conduct perimeter and clearance air monitoring at each work area. The oversight/monitoring activities will also include daily logs of project activities (including visitors), a check of abatement workers' certification documents, visual observation clearances of work areas, progress reports to the Client, and appropriate administration of hazardous wastes (asbestos, lead, PCBs, etc.). The number of days that the abatement contractor requires to abate the 10 portable buildings is unknown, and is dependent upon the subcontractor selected and the pace at which they conduct abatement; however, based on our past experience with abatement projects of similar scope, we estimate that approximately 10 to 15 8-hour days will be required to accomplish abatement. The actual abatement time may be more or less. For purposes of this proposal, we are providing an estimate based upon 12 8-hour days of abatement that would require monitoring and oversight. **Estimated Fee: \$15,000 (approximately \$1,250 per day inclusive of labor for 12 8-hour days, equipment and analyses)**

3. **Close-out Reports/Documentation:** Ninyo & Moore will prepare a close-out report that documents the abatement project's field activities and serves as a summary of important project documents (air sampling analytical results, abatement workers' certification documents, daily logs summary, and hazardous waste manifests, etc.). **Estimated Fee: Included Task 2 above**



Optional Task

Ninyo & Moore's previous HBMS of the portable buildings was non-destructive in nature due to the buildings being occupied at the time of the HBMS. Ninyo & Moore can provide additional sampling of the portables that would be destructive in nature if the buildings become unoccupied for a sufficient period of time prior to demolition. The purpose of the destructive sampling would be to identify those potential ACMs and LCMs that could not be identified by non-destructive means or that were not identified in the information or drawings provided during the initial HBMS. It is possible that no additional ACMs are present beyond those already identified; however, only destructive sampling can determine whether that is the case. If conducted, we estimate that approximately 50 sample analyses would be conducted as part of this task. Ninyo & Moore would prepare a brief report of the findings that would include

**Estimated Fee: \$2,800**

The total estimated fee for the above tasks (excluding the optional task), assuming 12 8-hour work shifts to complete hazardous materials abatement oversight and monitoring is **\$15,000 (Fifteen Thousand Dollars)**.

**ASSUMPTIONS**

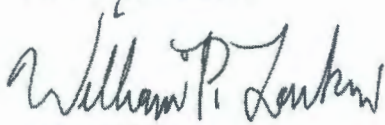
The following project-specific assumptions will be used by Ninyo & Moore during this project:

- Access will be granted to all portions of the site portable buildings during the HBMS sampling/quantification activities so that site work can be completed on each building concurrently under a single mobilization.
- Laboratory analysis of asbestos/lead samples will be conducted on a 3 to 5-day turnaround time.
- For purposes of this proposal, we have assumed that abatement monitoring and oversight will require 12 8-hour days/work shifts (see discussion above for Item 2). **In the event more or less days are required, the estimated project budget will increase or decrease by approximately \$1,250 per 8-hour day of oversight.**



We appreciate this opportunity to be of service to the OUSD. Please contact us with any questions regarding these costs at your earliest convenience.

Sincerely,  
**NINYO & MOORE**



William P. Larkin  
Senior Environmental Scientist  
DOSH Certified Asbestos Consultant  
(Cert. No. 99-2688)  
DPH Certified Lead Inspector/Assessor  
and Project Monitor  
(Cert. No. 5543)



Duane Blamer, PG 6913  
Manager, Environmental Sciences

WPL/DWB/caa

Distribution: (1) Addressee



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of Amendment No. 6, Independent Consultant Agreement with Ninyo & Moore for Hazmet Services on behalf of the District at La Escuelita Educational Center (DEC) in an amount not-to exceed \$38,250.00 increasing previous contract amount from \$40,900.00 to a not to exceed amount of \$79,150.00 and revising the end date from May 31, 2010 through June 30, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

GO Bond-Measure B

**Attachments**

- Independent Consultant Agreement including scope of work

## AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
<b>Project Name</b>	La Escuelita Educational Center	<b>Site</b>	121
Basic Directions			
<b>Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.</b>			
<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
<b>Contractor Name</b>	Ninyo & Moore	<b>Agency's Contact</b>	Kris Larson				
<b>OUSD Vendor ID #</b>	V058012	<b>Title</b>	Project Manager				
<b>Street Address</b>	1956 Webster Street, Suite 400	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94612
<b>Telephone</b>	510-633-5640	<b>Policy Expires</b>	10-3-2014				
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	07047						

Term			
<b>Date Work Will Begin</b>	9-23-2008	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2014

Compensation			
<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$96,950.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$17,800.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
0000	Developer Fee Fund	1219000825	6170	\$17,800.00

Approval and Routing (in order of approval steps)					
<b>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</b>					
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>	5/6/14	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>	5.6.14	
3.	<b>Associate Superintendent, Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>		
4.	<b>Deputy Superintendent, Business Operations</b>				
	<b>Signature</b>		<b>Date Approved</b>	5/13/14	
5.	<b>President, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		



Board Office Use: Legislative File Info.	
File ID Number	12-0489
Committee	Facilities
Introduction Date	2-8-2012
Enactment Number	12-0771
Enactment Date	2/8/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent  
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date February 8, 2012

Subject Amendment No. 6, Independent Consultant Agreement - Ninyo & Moore- La Escuelita Educational Center (DEC) Project

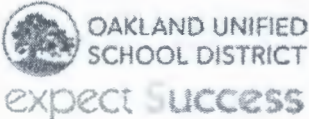
**Action Requested** Approval by the Board of Education of Amendment No. 6, Independent Consultant Agreement with Ninyo & Moore for Hazmet Services on behalf of the District at La Escuelita Educational Center (DEC) in an amount not-to exceed \$38,250.00 increasing previous contract amount from \$40,900.00 to a not to exceed amount of \$79,150.00 and revising the end date from May 31, 2010 through June 30, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Phase II demolition will require any hazardous building material to be disposed of properly if identified in survey.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



## AMENDMENT NO. 6 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ninyo & Moore. OUSD entered into an Agreement with CONTRACTOR for services on December 16, 2008, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If <b>scope of work changed</b>: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide hazardous building materials management services for Harper Building, Auto Shop, Centro Annex Infantil, and La Escuelita Portables. Scope of work to include providing hazardous building materials survey, specifications for removal, monitoring services ad close out documentation.</u></p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If <b>term is changed</b>: The contract term is extended by an additional <u>Two years, 6 months, and the amended expiration date is December 31, 2013.</u></p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the <b>compensation is changed</b>: The contract price is amended by</p> <p style="padding-left: 40px;"> <input checked="" type="checkbox"/> Increase of <u>\$38,250.00 to original contract amount</u>  <input type="checkbox"/> Decrease of \$_____ to original contract amount         </p> <p>and the new contract total is <u>Seventy-nine thousand, one hundred fifty dollars and no cents (\$79,150.00)</u></p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
5. **Amendment History:**
- There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	5-5-2009	The scope of the project is to provide evaluation report of hazardous material at portables 3, 13, 14, 15, 16, and 18. Assessment will be conducted through a visual observation as well as collecting building material samples for testing. Report to include findings, opinions and recommendations and quantities of identified materials per a District request.	\$6,000.00
2	6-16-2009	The scope of the agreement is to change the funding source from Fund 35 to Fund 25.	\$0.00
3	9-1-2009	The scope of the project is to correct the not-to-exceed amount from \$11,200.00 to \$16,600.00 due to an error.	\$0.00
4	12-16-2009	The scope of the project is to provide additional abatement monitoring and demolition oversight for Portables 3, 13, 14, 15, 16 and 18, due to a District requested change.	\$24,300.00
5	8-3-2010	Time Extension <span style="float: right;">92 8 V L</span>	\$0.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent or their designee.



OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Jody London, President, Board of Education

2/13/12  
Date

Contractor Signature

1/13/12  
Date

Edgar Rakestraw Jr., Secretary,  
Board of Education

2/13/12  
Date

Kristopher M. Larson, Principal  
Print Name Title

Timothy White, Assistant Superintendent  
Facilities Planning and Management

\_\_\_\_\_  
Date

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement.

**SCOPE OF WORK**

Contractor Name: Ninyo & Moore

Billing Rate: Thirty-eight thousand, two hundred fifty dollar and no cents (\$38,250.00)

**Description of Services to be Provided**

1. **Goals or Objectives**  
Hazmat survey
2. **Description of Services to be Provided**  
The scope of the project is to provide hazardous building materials management services for Harper Building, Auto Shop, Centro Annex Infantil, and La Escuelita Portables. Scope of work to include providing hazardous building materials survey, specifications for removal, monitoring services ad close out documentation.
3. **Deliverables**  
Report





November 22, 2011  
Proposal No. 61666

Mr. Bijan Beigi  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Subject: Proposal for Hazardous Building Materials Management Services  
Oakland Unified School District  
Harper Building, Auto Shop and Associated Portable School Buildings  
Downtown Educational Complex  
314 East 10<sup>th</sup> Street and 1029 4<sup>th</sup> Avenue  
Oakland, California

Dear Mr. Beigi:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to perform hazardous building materials management services related to the proposed demolition of the Harper Building, the Auto Shop, and 10 associated portable buildings located at 1000 and 1025 2<sup>nd</sup> Avenue at the Oakland Unified School District's (OUSD) Downtown Educational Complex in Oakland, California. Ninyo & Moore's proposed scope of services will include:

- The review of previous hazardous building materials (HBMS) survey information/reports, as-built diagrams, and/or specifications/work plans (if available),
- Implementation of a HBMS at the site buildings to evaluate asbestos-containing materials (ACMs), lead-based paints/coatings, and additional hazardous building materials (i.e. fluorescent light bulbs with mercury vapor, PCB-containing light ballasts, etc.) not identified in the previous surveys,
- Preparation of hazardous building materials abatement specifications based upon the review of the past surveys and analytical results associated with Ninyo & Moore's additional HBMS activities at the site buildings,
- Preparation of a hazardous building materials abatement cost estimate based upon the review of past surveys and any analytical results associated with Ninyo & Moore's additional HBMS activities at the site buildings,
- Oversight of the abatement contractor conducting the hazardous building materials abatement at the site buildings. This task will include the inspection of negative pressure enclosure/work areas prior to commencement of abatement work (via smoke tube testing, etc.), the review of abatement supervisors'/workers' certifications and medical/respirator clearances, perimeter air monitoring during bulk abatement activities (clearance air monitor-

1956 Webster Street, Suite 400 • Oakland, California 94612 Phone (510) 633-5640 • Fax (510) 633-5646

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • Sacramento  
Las Vegas • Phoenix • Tucson • Prescott Valley • Denver • El Paso • Houston



ing if warranted) visual clearance of each abatement work area to ensure that all ACMs have been removed, and daily documentation of abatement activities (using daily work observation sheets); and

- The development of close-out documentation/report. This report will serve as a summary of project documents with tabular information including all perimeter/clearance air sampling results, copies of notification documentation sent to oversight agencies, abatement worker certifications and medical/respirator clearances, air sampling analytical data reports and chain of custody documentation, and waste manifests and associated documentation.

### ASSUMPTIONS

The following project-specific assumptions will be used by Ninyo & Moore during this project:

- Access will be granted to all site buildings during the HBMS sampling/quantification activities.
- The abatement activities will take place over a period of 20 work days/work shifts (4 weeks).

### COMPENSATION/FEE BREAKDOWN

The hourly fee breakdown of Ninyo & Moore employees for this project would be as follows:

- Principal Environmental Scientist: \$135/hour
- Project Manager: \$120/hour
- SST/Field Technician: \$90/hour
- Technical Illustrator: \$80/hour
- Data Processing/Administration: \$65/hour

Ninyo & Moore intends to perform the services set forth in this scope of work as indicated in the following tasks at the proposed costs indicated:

1. **Review of Past Hazardous Materials Sampling/Information:** Ninyo & Moore personnel will review pertinent past hazardous materials sampling reports/information related to the site buildings. **Task Cost: \$1,450**
2. **Field Work Activities:** Ninyo & Moore personnel will conduct a HBMS at the site buildings (including confirmation bulk asbestos and lead-paint sampling) based upon information ascertained in Task 1. Confirmation bulk material sampling will be implemented as well as quantification of other miscellaneous hazardous building materials (fluorescent light tubes, light ballasts, mercury switches, etc.). **Task Cost: \$7,200**
3. **Bulk Material Analysis:** Ninyo & Moore will deliver the bulk material samples to a state-certified laboratory for analysis of asbestos content (with a standard 3-5 day turn-around time request). **Task Cost: \$1,600**

4. **Sampling Report Write-up/Delivery:** Ninyo & Moore personnel will prepare the HBMS report and deliver two copies to the Client. **Task Cost: \$3,000**
5. **Development of Abatement Specifications:** Based upon information ascertained during Tasks 1 and 2, Ninyo & Moore will develop hazardous building materials abatement specifications to guide the selected abatement contractor in removing the identified hazardous materials (asbestos, lead-based paint, PCB-containing ballasts, etc.) from the site buildings in the appropriate manner. **Task Cost: \$3,000**
6. **Development of Estimated Abatement Costs:** Based upon information ascertained during Tasks 1 and 2, Ninyo & Moore will develop a hazardous materials abatement cost estimate for the Client. **Task Cost: \$1,500**
7. **Hazardous Materials Abatement Field Work Activities:** Ninyo & Moore personnel will oversee the hazardous materials abatement contractor during abatement activities as well as conduct perimeter and clearance air monitoring at each work area. The oversight/monitoring activities will also include daily logs of project activities (including visitors), a check of abatement workers' certification documents, visual observation clearances of work areas, progress reports to the Client, and appropriate administration of hazardous wastes (asbestos, lead, PCBs, etc.). This activity is estimated to require 20 working days or work shifts to complete and includes daily perimeter/clearance air monitoring costs. **Task Cost: \$900 per day; \$18,000** assuming 20 working days or work shifts.
8. **Close-out Reports/Documentation:** Ninyo & Moore will prepare a close-out report that documents the abatement project's field activities and serves as a summary of important project documents (air sampling analytical results, abatement workers' certification documents, daily logs summary, and hazardous waste manifests, etc.). **Task Cost: \$2,500**

Total Time-and-Materials Fee For All Tasks: \$38,250 (based on the assumption of 20 working days/shifts for Task 7 and 8).

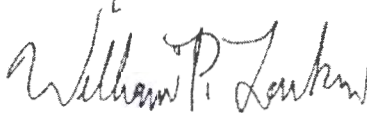
Ninyo & Moore's daily rate for the perimeter air monitoring and abatement contractor oversight activities is **\$900 per day** and is based on the assumption that 20 business days/work shifts will be needed to complete the work. Therefore, Ninyo & Moore's estimated cost for the perimeter/clearance air monitoring and abatement contractor monitoring activities is **\$18,000**. A close-out document will be compiled and written for a lump sum fee of **\$2,500** as indicated above. Ninyo & Moore's total estimated cost for Items 7 and 8 above is **\$20,500** based on the projected 20-day work schedule for this project. If abatement activities proceed longer than the estimated 20 days, the daily rate of **\$900** (Task 7) will apply until abatement activities are completed.



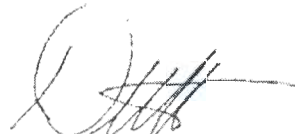
Please contact us with any questions regarding these costs at your earliest convenience. Thank you.

We appreciate this opportunity to be of service to the OUSD.

Sincerely,  
**NINYO & MOORE**



William P. Larkin  
Senior Project Environmental Scientist  
DOSH Certified Asbestos Consultant (Cert. No. 99-2688)  
DPH Lead-Related Construction Services Inspector/Assessor and Project Monitor (Cert. No. 5543)



Duane Blamer, PG  
Manager, Environmental Sciences

Distribution: (1) Addressee (via e-mail)

Client#: 704

NINYOMOOR1

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 01/17/12
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Christine Silan	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
<b>INSURED</b> Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1956 Webster Street, Suite 400 Oakland, CA 94612	INSURER A: Travelers Property Casualty Co of Am INSURER B: American Automobile Ins. Co. INSURER C: Alterra Excess & Surplus Insurance C INSURER D: INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6308986R247	10/03/11	10/03/12	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	8108986R247	10/03/11	10/03/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIREN AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY	CUP8986R247	10/03/11	10/03/12	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 DEDUCTIBLE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80993464	05/01/11	05/01/12	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPL OYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional & Contractor's Pollution Liab.	MAX7PL0000243	10/03/11	10/03/12	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**

REF: OUSD - La Escuelita Downtown Project.  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601	<b>ADDITIONAL INSURED; INSURER LETTER:</b> CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>NOTICE</del> TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  AUTHORIZED REPRESENTATIVE 
--	---

## DESCRIPTIONS (Continued from Page 1)

**GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED:** Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

COMMERCIAL GENERAL LIABILITY Insurance is primary and non-contributory per policy form wording.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULED ADDITIONAL INSURED - WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**NAME OF PERSON(S) OR ORGANIZATION(S):** Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

**PROJECT/LOCATION OF COVERED OPERATIONS:** All Operations of the Named Insured.

### PROVISIONS

of insurance described in Section III –  
Limits Of Insurance.

**1. The following is added to SECTION II - WHO IS AN INSURED:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but

- a. Only with respect to liability for "bodily injury", "property damage or "personal injury" and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insured provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance" This endorsement shall not increase the limits

- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other

## COMMERICAL GENERAL LIABILITY

insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

### 3. The following is add to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

#### Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
  - i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

### 4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80993464

Issued to: Ninyo & Moore Geotechnical &

By: American Automobile Ins. Co.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

**Schedule**

Person or Organization	Job Description
Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601	REF: OUSD - La Escuelita Downtown Project. Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.





Board Office Use: Legislative File Info.	
File ID Number	10-1861
Committee	Facilities
Introduction Date	8-3-2010
Enactment Number	16-1438
Enactment Date	8-11-10



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent  
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date August 11, 2010

Subject Amendment No. 5 - Ninyo & Moore - Downtown Educational Complex Project

**Action Requested** Approval by Board of Education of Amendment No. 5 with Ninyo & Moore for Additional Phase 1 Environmental Services on behalf of the District for the Downtown Educational Complex Project, revising the end date from May 31, 2010 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Contractor will continue to provide services und the originally contract including oversight of abatement and demolition of the one remaining portable building (P-16) and preparation of report documenting the abatement activities performed.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for



all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by Board of Education of Amendment No. 5 with Ninyo & Moore for Additional Phase 1 Environmental Services on behalf of the District for the Downtown Educational Complex Project, revising the end date from May 31, 2010 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding source for this project is Developer Fees (Fund 25)

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

1219000825-6262





## AMENDMENT NO. 5 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninyo and Moore** (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on September 23, 2008, and the parties agree to amend that Agreement as follows:

<b>1. Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: _____ _____ _____		
<b>2. Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<b>If term is changed:</b> The contract term is extended by an additional <b>1 year</b> (days/weeks/months), and the amended expiration date is <b>June 30, 2011</b> .		
<b>3. Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The contract price is amended by		
<input type="checkbox"/> Increase of \$ _____ to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is _____ dollars (\$ _____)		

**4. Remaining Provisions.** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**5. Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	May 13, 2009	The scope of the project is to provide evaluation report of hazardous material at portables 3, 13, 14, 15, 16, and 18. Assessment will be conducted through a visual observation as well as collecting building material samples for testing. Report to include findings, opinions and recommendations and quantities of identified materials per a District request.	\$6,000.00
2	June 23, 2009	The scope of the agreement is to change the funding source from Fund 35 to Fund 25.	\$0.00
3	September 9, 2010	The scope of the project is to correct the not-to-exceed amount from \$11,200.00 to \$16,600.00 due to an error.	\$0.00
4	December 16, 2009	The scope of the project is to provide additional abatement monitoring and demolition oversight for Portables 3, 13, 14, 15, 16 and 18, due to a District requested change.	\$24,300.00

PLANNING & DEVELOPMENT DEPARTMENT  
 1234567890

Contract No. \_\_\_\_\_

P.O. No. \_\_\_\_\_



6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 8/12/10  
Gary Yee, President, Board of Education Date

[Signature] 8/12/10  
Edgar Rakestraw, Jr., Secretary Date  
Board of Education Date

[Signature] \_\_\_\_\_  
Timothy White, Assistant Superintendent Date  
Facilities, Planning and Management

CONTRACTOR

[Signature] 6/10/10  
Contractor Signature Date

Kristopher M. Larson, P.E., Principal Geologist  
Print Name, Title

LEGISLATIVE FILE

File ID No. 16-1861  
Introduction Date 8-3-10  
Enactment No. 10-1438  
Enactment Date 8-11-10

B9



May 5, 2010  
Project No. 401501005

Ms. Saya Nhim  
Facilities Planning & Management Department  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Subject: Contract Ending Date Extension Request  
Downtown Education Complex (OUSD project No. 07047)  
314 East 10<sup>th</sup> Street, 1100 3<sup>rd</sup> Avenue & 1029 4<sup>th</sup> Avenue  
Oakland, California

Dear Ms. Nhim:

The purpose of this letter is to formally request an extension to the ending date of the contract originally established between the Oakland Unified School District (OUSD) and Ninyo & Moore for a Phase I Environmental Site Assessment of the Downtown Educational Complex (address noted above). The original contract amount was \$10,600, and the current contract amount includes two amendments totaling \$6,000 and \$24,300, for a total current contract amount of \$ 40,900. The contract end date is currently 5/1/2010, however Ninyo & Moore will continue to provide services under this contract including oversight of the abatement and demolition of the one remaining portable building (P-16) and preparation of a report documenting the abatement activities performed.

We appreciate the opportunity to provide continued assistance on this important project. If you have any questions regarding this request for contract ending date extension, please contact the undersigned.

Sincerely,  
NINYO & MOORE

Kris M. Larson, P.G.  
Senior Environmental Geologist





## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Downtown Educational Complex (DEC)	Site	Downtown Educational Complex
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Ninyo & Moore	Agency's Contact	Cem Atabek
OUSD Vendor ID #	V058012	Title	Project Manager
Street Address	1956 Webster Street, Suite 400	City	Oakland State CA Zip 94612
Telephone	510-633-5640	Policy Expires	10-3-2010
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	07047		

Term			
Date Work Will Begin	5-31-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$40,000.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$ 0.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Resource Name	Org Key	Object Code	Amount
2525	Developer Fees	1219000825	6262	\$0.00
				\$

Approval and Routing (in order of approval steps)					
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>					
	Division Head	Charles Love	Phone	510-879-8389	Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	6-25-11	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	7-15-10	
3.	Assistant Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		




## LEGISLATIVE FILE

File ID No. 09-3282  
Introduction Date 12-8-2009  
Enactment No. 09-2513  
Enactment Date 12-16-09  
By PR

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
December 16, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent of Schools  
Timothy E. White, Assistant Superintendent of Facilities Planning &  
Management, Buildings & Grounds and Custodial Services 

Subject: Amendment No. 4 - Ninyo and Moore - Downtown Education Complex Project

### ACTION REQUESTED

Approval by the Board of Education of Amendment No. 4 with Ninyo and Moore for Additional Abatement Services on behalf of the District for the Downtown Education Complex Project, increasing the contract by a not to exceed amount of \$24,300.00, increasing previous contract amount from \$16,600.00 to a not to exceed amount of \$40,900.0 and revising the end date from December 31, 2009 to May 1, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

### BACKGROUND

Based on hazmat survey, abatement will be required prior to demolishing Portables 3, 13, 14, 15, 16 and 18.

### STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

ER:TEW:SMB  
P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Ninyo & Moore\Downtown Ed Complex - Fund 25\Amendment No. 4\Template-Board memo-Amendment 1.d.doc 1



The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**DISCUSSION**

The scope of the project is to provide additional abatement monitoring and demolition oversight for Portables 3, 13, 14, 15, 16 and 18, due to a District requested change.

**FISCAL IMPACT**

The funding source for this project is Developers Fees.

**RECOMMENDATION**

Approval by the Board of Education of Amendment No. 4 with Ninyo and Moore for Additional Abatement Services on behalf of the District for the Downtown Education Complex Project, increasing the contract by a not to exceed amount of \$24,300.00, increasing previous contract amount from \$16,600.00 to a not to exceed amount of \$40,900.0 and revising the end date from December 31, 2009 to May 1, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 1219000825-6262

**AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**Ninyo and Moore**

**FOR**

**Additional Services for the  
Downtown Education Complex Project**

**Project Number: 07047**

---

**OAKLAND UNIFIED SCHOOL DISTRICT**

**October 29, 2009**

PLANNING  
DEPARTMENT  
OCT 29 2009



AMENDMENT NO.4 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT AND NINYO AND MOORE  
DATED DECEMBER 31, 2008

This 4<sup>th</sup> Amendment is entered into this 29th day of October, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND NINYO AND MOORE ("CONSULTANT") for the Downtown Education Complex.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional abatement services provided by CONSULTANT. Whereas the consultant is to provide additional abatement monitoring and demolition oversight for Portables 3, 13, 14, 15, 16 and 18, due to a District requested change.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

**I. SCOPE OF WORK**

*Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:*

*The scope of the project is to provide additional abatement monitoring and demolition oversight for Portables 3,13, 14, 15, 16 and 18.*

**II. COMPENSATION**

*Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional abatement services for the Downtown Education Complex Project. The present fee of \$16,600.00 is hereby increased by a not-to-exceed amount of \$24,300.00 for a new total contract amount of \$40,900.0.*

**III. PROJECT SCHEDULE**

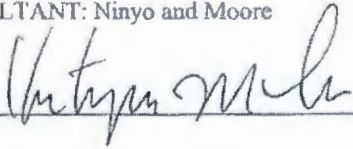
*Appendix C is hereby modified to extend the end date from December 31, 2009 to May 1, 2010.*

All remaining portions of the agreement shall remain in full force and effect as originally stated.



IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

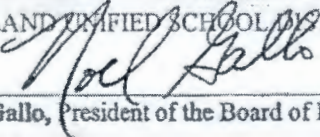
CONSULTANT: Ninyo and Moore

By: 

Dated: 11/9/09

Title: Operations Manager

OAKLAND UNIFIED SCHOOL DISTRICT

By:   
Noel Gallo, President of the Board of Education

Dated: 12/17/09

By:   
Edgar Rakestraw, Jr., District Secretary

Dated: 12/17/09

By:   
Timothy E. White, Assistant Superintendent,  
Division of Facilities, Planning & Management

Dated: \_\_\_\_\_

Approved as to form:

  
Cate Boskoff, Facilities Counsel

Dated: 11.19.09

Attachments: Agreement for Professional Services with Ninyo and Moore dated December 31, 2008

Consultant: Ninyo and Moore  
School: Downtown Education Complex  
Funding: Developers Fees

Amendment No. 4 to agreement for professional services with Ninyo and Moore for Additional Services for the Downtown Education Complex Project. Project Number: 07047



Client#: 704

NINYOMOOR1


<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/06/09
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Christine Silan	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1956 Webster Street, Suite 400 Oakland, CA 94612	INSURER A	American Automobile Ins. Co.
	INSURER B	Fireman's Fund Insurance Co.
	INSURER C	Lexington Ins. Co.
	INSURER D	
	INSURER E	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> RR Cont CG2417 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC	MZG80911156	10/03/09	10/03/10	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 WRD EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	MZG80911156	10/03/09	10/03/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - FA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CGX71476790	10/03/09	10/03/10	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80973506	05/01/09	05/01/10	<input type="checkbox"/> WC STATE TOBY LIMITS <input type="checkbox"/> OTH EA E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional & Contractor's Pollution Liab.	013001409	10/03/09	10/03/10	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**  
 REF: N&M#401501004. OUSD/DOWNTOWN EDUCATIONAL COMPLEX/PRA's & RSS  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED - INSURER LETTER</b>	<b>CANCELLATION</b>
Oakland Unified School District 955 High Street Oakland, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SOON AS POSSIBLE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
		AUTHORIZED REPRESENTATIVE 



## DESCRIPTIONS (Continued from Page 1)

**GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.**

Insurance is primary per policy form.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.



## ROUTING FORM

**Downtown Education**  
 Professional Services Contract     Amendment to PCS     Complex-Amend 4

**This Form is NOT a Contract.** Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	Ninyo and Moore		Contractor's Contact Person	Cem Atabek	
Street Address	1956 Webster Street, Ste. 400		Title	Project Manager	
City	Oakland		Telephone	510-633-5640	
State	CA	Zip Code	94612	Policy Expires	10-3-10
Tax ID/Soc Sec #			OUSD Project #	07047	
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?			
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	December 19, 2009	Date Work Will End By (not more than 5 years from start date)	May 1, 2010

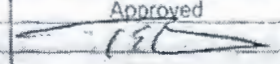
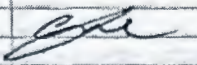
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$40,900.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$24,300.00
Other Expenses		Requisition Number	

Budget Information														
Funding Resources		Org Key #								Object		Amount		
		Site		Program				F					Unique	
2	5	2	5	1	2	1	9	0	0	0	8	2	5	\$24,300.00
\$														

Name of Funding Source: Developers Fees

Program Information - Indicate the Number of Persons to Benefit from Services			
Grade Level (s)	Students	Teachers	Parents
Administrators	Others (Please Specify)		

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			11-10-09
FCMAT Fiscal Advisors			
State Administrator			

*Additional approvals may be needed if contract amount is greater than \$59,600*

Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:
----------------------	------------------------	--------------	--------------

**Contract Office Use Only**

Dates of Clearance Submitted by: \_\_\_\_\_ Email Address \_\_\_\_\_  
 TB \_\_\_\_\_ Fingerprint \_\_\_\_\_ YTD \$ \_\_\_\_\_ Full Funding in Req. \_\_\_\_\_ Current Employee \_\_\_\_\_ Unit Member Work Conflict \_\_\_\_\_



Client#: 704

NINYOMOOR1

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/10

PRODUCER  
 Foley, Renton & Associates  
 O. Box 12675  
 Oakland, CA 94604-2675  
 415 465-3090 Christine Silan

INSURED  
 Ninyo & Moore Geotechnical &  
 Environmental Sciences Consultants  
 1956 Webster Street, Suite 400  
 Oakland, CA 94612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURER A: American Automobile Ins. Co.  
 INSURER B: Fireman's Fund Insurance Co.  
 INSURER C: Lexington Ins. Co.  
 INSURER D:  
 INSURER E:

### OVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> RR Cont CG2417 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	MZG80911156	10/03/09	10/03/10	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MZG80911156	10/03/09	10/03/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CGX71476790	10/03/09	10/03/10	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80982095	05/01/10	05/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
OTHER Professional & Contractor's Pollution Liab.	013001489	10/03/09	10/03/10	\$5,000,000 per Claim \$5,000,000 annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

EF: N&M#401501003. OUSD/DOWNTOWN EDUCATIONAL COMPLEX/PEA.

See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED - INSURER LETTER:

CANCELLATION

Oakland Unified School District  
 955 High Street  
 Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND YOU A MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE



## DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Insurance is primary per policy form.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Oakland Unified School District 955 High Street Oakland, CA 94601	REF: N&M#401501003. OUSD/DOWNTOWN EDUCATIONAL COMPLEX/PEA. Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80982095

Issued to: Ninyo & Moore Geotechnical &

By: American Automobile Ins. Co.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

REF: N&M#401501003. OUSD/DOWNTOWN  
EDUCATIONAL COMPLEX/PEA. Oakland  
Unified School District, its Directors,  
Officers, Employees, Agents, and  
Representatives.




## LEGISLATIVE FILE

File ID No. 09-2298  
Introduction Date 9-1-09  
Enactment No. 09-1898  
Enactment Date 9-9-09  
By RJ

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
September 9, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent  
Timothy E. White, Assistant Superintendent of Facilities Planning &  
Management, Buildings & Grounds and Custodial Services 

Subject: Amendment No. 3 - Ninyo & Moore - Downtown Educational Complex Project

### ACTION REQUESTED

Approval by the Board of Education of Amendment No. 3 with Ninyo & Moore for Additional Abatement Services on behalf of the District for the Downtown Educational Complex Project, correcting the not to exceed amount from \$11,200.00 to \$16,600.00 All remaining portions of the agreement shall remain in full force and effect as originally stated.

### BACKGROUND

This amendment is to correct the addition error on the original contract.

### STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers



but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to correct the not-to-exceed amount from \$11,200.00 to \$16,600.00 due to an error.

FISCAL IMPACT

The funding source for this project is Fund 25.

RECOMMENDATION

Approval by the Board of Education of Amendment No. 3 with Ninyo & Moore for Additional Abatement Services on behalf of the District for the Downtown Educational Complex Project, correcting the not to exceed amount from \$11,200.00 to \$16,600.00 All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 1219000825-6262

REW: TEW, PF

P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Ninyo & Moore\Downtown Ed Complex - Fund 25\Amendment No. 3\Complete- Board memo-Amendment.1e.doc

**AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**Ninyo & Moore**

**FOR**

**Additional Services for the  
Downtown Educational Complex Project**

**Project Number: 07047**

---

**OAKLAND UNIFIED SCHOOL DISTRICT**

**May 28, 2009**



AMENDMENT NO.3 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT AND NINYO & MOORE  
DATED MAY 1, 2009

This 3<sup>rd</sup> Amendment is entered into this 28th day of May, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND NINYO & MOORE ("CONSULTANT") for the Downtown Educational Complex.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional abatement services provided by CONSULTANT. Whereas this amendment is to correct the not-to-exceed amount from \$11,200.00 to \$16,600.00, due to an error.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

**I. SCOPE OF WORK**

*Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:*

*The scope of the project is to correct not-to-exceed amount from \$11,200.00 to \$16,600.00*

**II. COMPENSATION**

*Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional abatement services for the Downtown Educational Complex Project. The present fee of \$11,200.00 is hereby changed to the correct contract amount of \$16,600.00.*

All remaining portions of the agreement shall remain in full force and effect as originally stated.



IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Ninyo & Moore

By: William P. Zanlin

Dated: 8/13/09

Title: Sr. Project Envir Scientist

OAKLAND UNIFIED SCHOOL DISTRICT

By: Noel Gallo  
Noel Gallo, President of the Board of Education

Dated: 9/10/09

By: Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., District Secretary

Dated: 9/10/09

By: Timothy E. White  
Timothy E. White, Assistant Superintendent,  
Division of Facilities, Planning & Management

Dated: \_\_\_\_\_

Approved as to form:

Cate Boskoff  
Cate Boskoff, Facilities Counsel

Dated: 8-16-09

Attachments: Agreement for Professional Services with Ninyo & Moore dated May 1, 2009

Consultant: Ninyo & Moore  
School: Downtown Educational Complex  
Funding: Fund 25

Amendment No. 3 to agreement for professional services with Ninyo & Moore for Additional Services for the Downtown Educational Complex Project. Project Number: 07047



NINYO0001

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
04/22/09

**PRODUCER**  
Dealey, Ranton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090 Ted Kiyama

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Ninyo & Moore Geotechnical & Environmental Sciences Consultants  
1958 Webster Street, Suite 400  
Oakland, CA 94612

INSURER A: American Automobile Ins. Co.  
INSURER B: Fireman's Fund Insurance Co.  
INSURER C: Lexington Ins. Co.  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

YEAR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> RR Cont CB2417 GEN AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input checked="" type="checkbox"/> LOC	MZG80894387	10/03/08	10/03/09	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	MZG80894367	10/03/08	10/03/09	COMBINED SINGLE LIMIT (Per occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EL ACC \$ AGG \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CGX60485455	10/03/08	10/03/09	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WZP80873508	05/01/09	05/01/10	<input checked="" type="checkbox"/> (WC STATE / OTHER STATE) <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - CA EMPLOYEES \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C	<b>OTHER Professional &amp; Contractor's Pollution Liab.</b>	7360276	10/03/08	10/03/09	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**  
 REF: Professional Services Agreement - Downtown Education Complex & Facilities / O.U.S.D. Project No. 07047.  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED/INSURER LETTER</b>	<b>CANCELLATION</b>
Oakland Unified School District Attn: Susie Butler-Berkley Dept. of Facilities Planning & Mgmt. 655 High Street Oakland, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WHOSE ADDRESS TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, DOES hereby acknowledge that it shall be the responsibility of the insured to obtain replacement coverage.
		AUTHORIZED REPRESENTATIVE <i>Ted Kiyama</i>



**DESCRIPTIONS (Continued from Page 1)**

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Insurance is primary per policy form.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.



POLICY NUMBER: MZG80894367

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Oakland Unified School District Attn: Susie Butler-Berkley Dept. of Facilities Planning & Mgmt. 955 High Street Oakland, CA 94601	REF: Professional Services Agreement - Downtown Education Complex & Facilities / O.U.S.D. Project No. 07047. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

its Directors, Officers, Employees, Agents, and Representatives.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80973506

Issued to: Ninyo & Moore Geotechnical &

By: American Automobile Ins. Co.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Oakland Unified School District  
Attn: Susie Butler-Berkley  
Dept. of Facilities Planning & Mgmt.  
955 High Street  
Oakland, CA 94601

REF: Professional Services Agreement -  
Downtown Education Complex & Facilities  
/ O.U.S.D. Project No. 07047. Oakland  
Unified School District, its Directors,  
Officers, Employees, Agents, and  
Representatives.

*Ted B*



### ROUTING FORM

**Downtown Educational  
Complex-Amend 3**

Check contract title:  Professional Services Contract  Amendment to PCS

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	Ninyo & Moore			Contractor's Contact Person	William Larkin
Street Address	1956 Webster Street, Ste. 400			Title	Project Manager
City	Oakland			Telephone	510-633-5640
State	CA	Zip Code	94612	Policy Expires	10/3/09
Tax ID/Soc Sec #				OUSD Project #	07047
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	May 1, 2009	Date Work Will End By <small>(not more than 5 years from start date)</small>	December 31, 2009



Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$16,600.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$ 0.00
Other Expenses		Requisition Number	

Budget Information									
Funding Resources	Org Key #					Object	Amount		
	Site	Program	F	Unique					
2 5 2 5	1 2 1 9	0 0 0	5	2 5	6 2 6 2				\$0.00
									\$

Name of Funding Source: Developers Fees - Fund 25

Program Information - Indicate the Number of Persons to Benefit from Services				
Grade Level (s)	Students	Teachers	Parents	
Administrators	Others (Please Specify)			

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing		
	Approved	Denied
Principal/Division Head		Date
Program Manager		5/13
Contract Services		8-13-09
FCMAT Fiscal Advisors		
State Administrator		

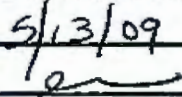
*Additional approvals may be needed if contract amount is greater than \$59,600*

Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:
----------------------	------------------------	--------------	--------------

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____	YTD\$ _____	Full Funding In Req. _____	Current Employee _____ Unit Member Work Contact _____

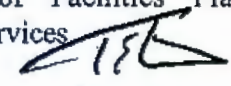


## LEGISLATIVE FILE

File ID No. 09-1324  
Introduction Date 5-5-09  
Enactment No. 09-0926  
Enactment Date 5/13/09  
By 

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
May 13, 2009

To: Board of Education

From: Roberta Mayor, Ed.D., Interim Superintendent  
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Amendment No. 1 - Ninyo & Moore - Downtown Educational Complex Project

---

### ACTION REQUESTED

Approval by Board of Education of Amendment No. 1 with Ninyo & Moore for Additional hazmat Services on behalf of the District for the Downtown Educational Complex Project, increasing the contract by a not to exceed amount of \$6,000.00, increasing previous contract amount from \$10,600.00 to a not to exceed amount of \$11,200.00 and revising the end date from December 31, 2008 to December 31, 2009. All remaining portions of the agreement shall remain in full force and effect as originally stated.

### BACKGROUND

Based on findings, abatement may be required prior to demolishing Portables 3, 13, 14, 15, 16 and 18 if buildings contain hazardous materials.

### STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

ER: TEW:SMB

P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Ninyo & Moore\Downtown Ed Complex - Fund 35\Amendment No. 1\Template- Board memo-Amendment.1c.doc



The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

#### **DISCUSSION**

The scope of the project is to provide evaluation report of hazardous material at portables 3, 13, 14, 15, 16, and 18. Assessment will be conducted through a visual observation as well as collecting building material samples for testing. Report to include findings, opinions and recommendations and quantities of identified materials per a District request.

#### **FISCAL IMPACT**

The funding source for this project is Developer Fees.

#### **RECOMMENDATION**

Approval by Board of Education of Amendment No. 1 with Ninyo & Moore for Additional hazmat Services on behalf of the District for the Downtown Educational Complex Project, increasing the contract by a not to exceed amount of \$6,000.00, increasing previous contract amount from \$10,600.00 to a not to exceed amount of \$11,200.00 and revising the end date from December 31, 2008 to December 31, 2009. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 121020825-6262

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**Ninyo & Moore**

**FOR**

**Additional Services for the  
Downtown Educational Complex Project**

**Project Number: 07047**

---

**OAKLAND UNIFIED SCHOOL DISTRICT**

**April 7, 2009**

**FACILITIES PLANNING  
& MANAGEMENT  
CONSULTING DEPARTMENT  
2009 APR 10 A 9 42  
1100 HIGH STREET  
OAKLAND, CA 94601**



AMENDMENT NO.1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT AND NINYO & MOORE  
DATED SEPTEMBER 23, 2008

This 1<sup>st</sup> Amendment is entered into this 7th day of April, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND NINYO & MOORE ("CONSULTANT") for the Downtown Educational Complex.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional hazmat services provided by CONSULTANT. Whereas the consultant is to provide evaluation report of hazardous materials at portables 3, 13, 14, 15, 16 and 18 located at 314 East 10<sup>th</sup> Street. Assessment will be conducted through a visual observation as well as collecting buildings material samples for testing. Report to include findings, opinions and recommendations and quantities of identified materials, per a District request.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

*I. SCOPE OF WORK*

*Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:*

*The scope of the project is to provide evaluation report.*

*II. COMPENSATION*

*Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional hazmat services for the Downtown Educational Complex Project. The present fee of \$10,600.00 is hereby increased by a not-to-exceed amount of \$6,000.00 for a new total contract amount of \$11,200.00.*

*III. PROJECT SCHEDULE*

*Appendix C is hereby modified to extend the end date from December 31, 2008 to December 31, 2009.*

All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Ninyo & Moore

By: William P. Lashmi Dated: 4/8/09

Title: Sr. Project Environmental Scientist

OAKLAND UNIFIED SCHOOL DISTRICT

By: Noel Gallo  
Noel Gallo, President, Board of Education

Dated: 5/14/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary, Board of Education

Dated: 5/14/09

By: Timothy E. White  
Timothy E. White, Assistant Superintendent,  
Division of Facilities, Planning & Management

Dated: \_\_\_\_\_

Approved as to form:

Cate Boskoff  
Cate Boskoff, Facilities Counsel


Dated: 4.16.09

Attachments: Agreement for Professional Services with Ninyo & Moore dated September 23, 2008.

Consultant: Ninyo & Moore  
School: Downtown Educational Complex  
Funding: Developer Fees

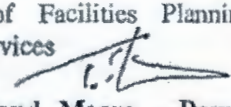


**LEGISLATIVE FILE**

File ID No. 08-2645  
Introduction Date 11-19-08  
Enactment No. 08-2136  
Enactment Date 11/19/08  
By 

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of the Board of Education  
November 19, 2008

To: Board of Education

From: Vincent Matthews, Interim State Administrator (Superintendent of Schools)  
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Agreement for Professional Services - Ninyo and Moore - Downtown Educational Complex Project

---

**ACTION REQUESTED**

Approval by Board of Education for a Professional Services Agreement with Ninyo and Moore for Title 5 California Code Services on behalf of the District at Downtown Educational Complex Project, in an amount not-to-exceed \$10,600.00. The term of this Agreement shall commence on September 23, 2008 and shall conclude no later than December 31, 2008.

**BACKGROUND**

A site assessment will be performed to identify areas of possibly contaminated surficial soil, water, hazardous materials, PCBs, propane or underground tanks on, above ground, underground, adjacent to the site, or underground gas pipelines. In addition, the assessment will identify the location of high voltage lines, railroad tracks, and various other items that could impede future construction.

**STRATEGIC ALIGNMENT**

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.



The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

#### DISCUSSION

The scope of the project includes a review of requirements related to Title 5 of the California Code of Regulations. The objective of this assessment is to evaluate whether past or current activities have resulted in "recognized environmental conditions" as defined in ASTM E 1527-05, and other environmental concerns as described in the SFPD Advisory 00-01 and regulatory code referenced therein per the attached to the agreement which is subordinate to and not inconsistent with the terms and conditions of the agreement for the Downtown Education Complex.

#### FISCAL IMPACT

The funding source for this project is Fund 35 Development Fees.

#### RECOMMENDATION

Approval by Board of Education for a Professional Services Agreement with Ninyo and Moore for Title 5 California Code Services on behalf of the District at Downtown Educational Complex Project, in an amount not-to-exceed \$10,600.00. The term of this Agreement shall commence on September 23, 2008 and shall conclude no later than December 31, 2008.

Key code: 1210202825-6262



AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Ninyo and Moore

FOR

Downtown Educational Complex  
O.U.S.D. Project Number: 07047

---

October 24, 2008

OAKLAND UNIFIED SCHOOL DISTRICT

PLANNING  
MANAGEMENT  
DEPARTMENT  
OCT 30 A 8 34  
STREET  
OAKLAND, CA 94601

## AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and NINYO AND MOORE, 1956 Webster Street, Suite 400, Oakland, CA 94612 (hereinafter "Consultant").

### RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to review of requirements related to Title 5 for the Downtown Educational Complex Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

#### 1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

#### 2 Term of the Agreement

2.1 The term of this Agreement shall commence on September 23, 2008 and shall conclude no later than December 31, 2008.

#### 3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified.



3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B".

4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.

4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.



7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.

8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.

8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any



damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:



11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.

11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.

11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the



participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12 Suspension of Work

12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.



15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

To Consultant: Kris Larson  
Ninyo and Moore  
1956 Webster Street, Suite 400  
Oakland, CA 94612

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/District Employees/Assignment

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein:



none.

- 19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the



Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

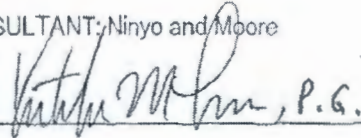
24 Entire Agreement; Modifications of Agreement

- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.



IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its State Administrator, who is authorized to do so, has executed this Agreement.

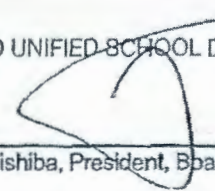
CONSULTANT: Ninyo and Moore

By: , P.G.

Dated: 10/28/08

Title: Senior Environmental Geologist

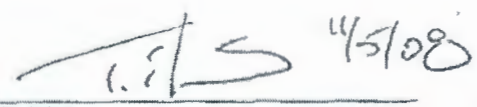
OAKLAND UNIFIED SCHOOL DISTRICT

By:   
David Kakishiba, President, Board of Education

Dated: 12/10/08

By:   
Edgar Rakestraw, Jr., District Secretary

Dated: 11/20/08

By:  11/5/08  
Timothy E. White,  
Assistant Superintendent, Division of Facilities, Planning &  
Management, Buildings and Grounds and Custodial Services

Dated: \_\_\_\_\_

Approved as to form:

  
Cate Boskoff, Facilities Counsel

Dated: 11-30-08

- Attachments: Appendix A  
Appendix B  
Appendix C  
Appendix D



## APPENDIX A

### SCOPE OF WORK

The scope of the project includes a review of requirements related to Title 5 of the California Code of Regulations. The objective of this assessment is to evaluate whether past or current activities have resulted in "recognized environmental conditions" as defined in ASTM E 1527-05, and other environmental concerns as described in the SFPD Advisory 00-01 and regulatory code referenced therein. (See attached proposal)

END OF APPENDIX A



## APPENDIX B

### COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of ten thousand, six hundred dollars and no cents (\$10,600.00) for the Downtown Educational Complex.

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

### REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B



## APPENDIX C

### PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

September 23, 2008 to December 31, 2008

### PROJECT BUDGET:

The budget established for this scope of work is NOT TO EXCEED ten thousand, six hundred dollars and no cents (\$10,600.00). The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

### CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between Ninyo and Moore (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Downtown Educational Complex.

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.



*Victoria Moore, P.C.*

Date: *10/28/08*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

END OF APPENDIX C



**APPENDIX D**

**CONSULTANT'S BILLING RATES & DIRECT COSTS:**

Cost of labor services shall be as follows:

<b>Task</b>	<b>Total</b>
Task 1 – Historical Data Review	\$2,400.00
Task 2 – Agency File Review	\$1,200.00
Task 3 – Site Reconnaissance	\$1,600.00
Task 4 – Report Preparation	\$5,400.00
<b>TOTAL</b>	<b>\$10,600.00</b>

All rates stated herein will remain in effect through December 31, 2008. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past December 31, 2008.

**END OF APPENDIX D**



Client#: 704

NINYOMOORI


<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/29/08
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Christine Silan		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
<b>INSURED</b> Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1958 Webster Street, Suite 400 Oakland, CA 94612		INSURER A: American Automobile Ins. Co. INSURER B: Fireman's Fund Insurance Co. INSURER C: Lexington Ins. Co. INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZG80894367	10/03/08	10/03/09	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> RR Cont CG2417				GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	MZG80894367	10/03/08	10/03/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	CGX60485455	10/03/08	10/03/09	EACH OCCURRENCE \$9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$9,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80961358	05/01/08	05/01/09	<input checked="" type="checkbox"/> WC STATE-TORRY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional & Contractor's Pollution Liab.	7360276	10/03/08	10/03/09	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**  
 REF: N&M#401501001. Environmental Site Assessment - 1029 4th Avenue, 1065  
 3rd Avenue & 1100 3rd Avenue, Oakland, CA.  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED/INSURER LETTER</b>	<b>CANCELLATION</b>
Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
		AUTHORIZED REPRESENTATIVE 



**DESCRIPTIONS (Continued from Page 1)**

**GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.**

**Insurance is primary per policy form.**

**Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.**



# ROUTING FORM

Check contract title:  Professional Services Contract     Amendment to PCS     Downtown Educational Complex

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	Ninyo and Moore		Contractor's Contact Person Kris Larson
Street Address	1956 Webster Street, Suite 400		Title Project Manager
City	Oakland	Telephone	510-547-7771
State	CA	Zip Code	94612
Tax ID/Soc Sec #		Vendor #	
		OUSD Project #	07047
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	September 23, 2008	Date Work Will End By (not more than 5 years from start date)	December 31, 2008


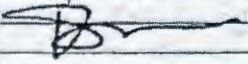
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$10,600.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #								Object				Amount		
				Site				Program									F	
2	5	2	5	1	2	1	0	2	0	2	8	2	5	6	2	6	2	\$10,600.00
																		\$

Name of Funding Source: Fund 25 Development Fees

Program Information – Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students	Teachers	Parents		
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-3668	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			11/5/08
Program Manager			10/28/08
Contract Services			
FCMAT Fiscal Advisors			
State Administrator			

*Additional approvals may be needed if contract amount is greater than \$59,600*

Legal	Submitted to Legal by:	Legal Log #:	Returned to:
Legal Review Needed:			

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____	YTD \$ _____	Full Funding in Req. _____	Current Employee _____ Unit Member Work Conflict _____



Client#: 704

NINYOMOOR1

<b>ACORD</b> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 10/29/08
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Christine Silan		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
<b>INSURED</b> Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1958 Webster Street, Suite 400 Oakland, CA 94612		INSURER A: American Automobile Ins. Co. INSURER B: Fireman's Fund Insurance Co. INSURER C: Lexington Ins. Co. INSURER D: INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> RR Cont CG2417 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	MZG80894367	10/03/08	10/03/09	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	MZG80894367	10/03/08	10/03/09	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CGX60485455	10/03/08	10/03/09	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80961358	05/01/08	05/01/09	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional & Contractor's Pollution Liab.	7360276	10/03/08	10/03/09	\$5,000,000 per Claim \$5,000,000 Annl Aggr.


DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: N&M#401501001. Environmental Site Assessment - 1029 4th Avenue, 1085

3rd Avenue & 1100 3rd Avenue, Oakland, CA.

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND A FAX TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
		AUTHORIZED REPRESENTATIVE 

ACORD 25-S (7/97) 1 of 2 #M237801

DAC © ACORD CORPORATION 1988



## AMENDMENT NO. 6 TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

### Project Information

Project Name	La Escuelita Educational Center	Site	La Escuelita
--------------	---------------------------------	------	--------------

### Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	---

### Contractor Information

Contractor Name	Ninyo & Moore	Agency's Contact	Cem Atabek		
OUSD Vendor ID #	V058012	Title	Project Manager		
Street Address	1956 Webster Street, Suite 400	City	Oakland	State	CA Zip 94612
Telephone	510-633-5640	Policy Expires	10-3-2012		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07047				

### Term

Date Work Will Begin	5-31-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013
----------------------	-----------	---	------------

### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$79,150.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$38,250.00
Other Expenses		Requisition Number	


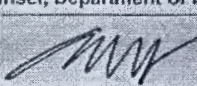
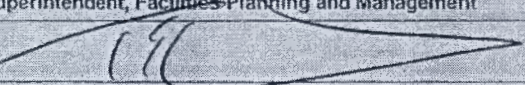
### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Resource Name	Org Key	Object Code	Amount
9299, 9399, 9499	Developer Fees	1219000825	6170	\$38,250.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	1-18-12		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	1-23-12		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			